gations in that respect are denied by the answer, and there is no attempt to support them by proof, except with regard to the portion of the land, which, as already decided, was not included in the purchase.

As the case is brought before me, I must assume, and do assume, that the note upon which the judgment at law was recovered, was assigned, *bona fide*, and for a valuable consideration, to Eleanor B. Hatton. It has not been alleged in the pleadings, or shown by the proof, that upon the payment of the judgment the plaintiff will be entitled to call for a conveyance. He does not place his case upon any such ground, and ask that the court will protect him against execution on the judgment until he is secure in his title to the land. The ground on which he applies for relief, is of a totally different character, and as has already been shown, he has failed in establishing it. The injunction will, therefore, be dissolved, and the bill dismissed.

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RANDALL, for Complainant.
STOCKETT, for Defendants.

SARAH B. MAYO AND OTHERS,
vs.
ISAAC MAYO AND OTHERS. } JULY TERM, 1847.

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[CONSTRUCTION OF WILL—ELECTION.]

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A party, by a declaration of trust, settled upon his son and daughter certain bank stock, which he declared he would hold in trust for them, the dividends to be paid to them equally, share and share alike, and on the death of the daughter, one-half to be transferred to her children, and on the death of the son, the whole to be transferred to his daughter and her children, and subsequently made his will, devising certain property, including this stock, in trust for his son, and expressed a desire in the will that the son should elect to take thereunder. He also gave to his wife certain property for life, confiding to her the care and maintenance of his son, and after her death, he gave his son in addition, a life annuity of $600. The son elected to take under the will. HELD—